

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

RECEIVED

COLUMBUS BANK AND TRUST
COMPANY, doing business as
SYNOVUS LEASING COMPANY,

Plaintiff,

vs.

SOUTH ALABAMA SLEEP CENTERS,
INC.; SHAKIR R. MEGHANI;
MANTRUST, INC., also known as
MANTRUST OF ALABAMA, INC.,
doing business as SOUTHEAST
PSYCHIATRIC SERVICES;
MUSTAFAIN MEGHANI; and SYED
HUSSAIN,

Defendants.

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2007 SEP -6 A 10: 24

Case No. 1:07CV803-WKW

COMPLAINT

Factual Allegations

1. Plaintiff Columbus Bank and Trust Company, doing business as Synovus Leasing Company ("Synovus"), is a bank chartered under the laws of Georgia and having its principal place of business in Columbus, Georgia.
2. Defendants South Alabama Sleep Centers, Inc. ("SASCI") and Mantrust, Inc., also known as Mantrust of Alabama, Inc., doing business as Southeast Psychiatric Services ("Mantrust"), are Alabama corporations which have their principal places of business in this district.. Defendants Shakir R. Meghani ("Shakir"), Mustafain Meghani ("Mustafain"), and Syed Hussain ("Syed") are residents of Houston County, Alabama.
3. The amount in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.
4. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a).
5. Venue in this district is proper under 28 U.S.C. § 1391.

6. Synovus, as lessor, entered into a written master equipment lease agreement dated as of January 31, 2005 with SASCI, as lessee ("the Master Lease"). Pursuant to the Master Lease, Plaintiff leased to SASCI certain personal property. Schedule 1 dated January 31, 2005, and Schedule 2 dated April 13, 2005, both of which describe property leased to SASCI, were executed pursuant to the Master Lease.

7. The property leased by Synovus to SASCI pursuant to Schedule 1 is described in Exhibit 1, a copy of which is attached hereto and incorporated herein by reference.

8. The property leased by Synovus to SASCI pursuant to Schedule 2 is described in Exhibit 2, a copy of which is attached hereto and incorporated herein by reference.

9. SASCI defaulted under the terms of the Master Lease and Schedule 1 and 2 by failing to make one or more payments of rent due under the Master Lease. A breach of the Master Lease has therefore occurred, and the default has not been cured. Synovus has accelerated and made written demand for all rentals due and owing under the Master Lease.

10. The rental amount due and owing under Schedule 1 is \$55,767.59.

11. The rental amount due and owing under Schedule 2 is \$80,771.11.

12. The total rentals due and owing is \$136,538.70.

13. On information and belief, SASCI, Shakir, Mantrust, and/or Mustafain have transferred, or purported or attempted to sell or transfer to Syed the property described in Exhibits 1 and 2, and Syed is in possession or control of the said property.

First Cause of Action (Claim for breach of contract against SASCI)

14. Synovus has incurred attorney's fees and expenses in connection with enforcing its rights under the Master Lease.

15. Synovus is entitled to a judgment against SASCI for \$136,538.70.

WHEREFORE, Synovus demands judgment against SASCI for \$136,538.70, plus reasonable attorney's fees, interest, costs, and for such other relief as is just.

Second Cause of Action (Claim in detinue against SASCI)

16. Synovus is entitled to possession of the property described in Exhibits 1 and 2, or its alternate value, plus damages for detention from August 16, 2007.

WHEREFORE, Synovus demands judgment against SASCI for the property described in Exhibits 1 and 2, or its alternate value, plus damages for detention from August 16, 2007, plus reasonable attorney's fees, interest, costs, and for such other relief as is just.

Third Cause of Action (Guaranty claim against Mantrust)

17. Pursuant to a written guaranty agreement dated February 7, 2005, Mantrust unconditionally guaranteed to Synovus the prompt and satisfactory performance by SASCI of all covenants, agreements, and obligations contained in the Master Lease.

WHEREFORE, Synovus demands judgment against Mantrust for the sum of \$136,538.70, plus reasonable attorney's fees, interest, costs, and for such other relief as is just.

Fourth Cause of Action (Guaranty claim against Shakir Meghani)

18. Pursuant to a written guaranty agreement dated February 7, 2005, Shakir unconditionally guaranteed to Synovus the prompt and satisfactory performance by SASCI of all covenants, agreements, and obligations contained in the Master Lease.

WHEREFORE, Synovus demands judgment against Shakir for the sum of \$136,538.70, plus reasonable attorney's fees, interest, costs, and for such other relief as is just.

Fifth Cause of Action (Guaranty claim against Mustafain Meghani)

19. Pursuant to a written guaranty agreement dated February 7, 2005, Mustafain unconditionally guaranteed to Synovus the prompt and satisfactory performance by SASCI of all covenants, agreements, and obligations contained in the Master Lease.

WHEREFORE, Synovus demands judgment against Mustafain for the sum of \$136,538.70, plus reasonable attorney's fees, interest, costs, and for such other relief as is just.

Sixth Cause of Action (Claim in detinue against Syed Hussain)

20. As the person in possession or control of Synovus' property, Synovus is entitled to judgment against Syed for the property, or its alternate value, together with damages for detention.

WHEREFORE, Plaintiff demands judgment against Syed for the property described in Exhibits 1 and 2, or its alternate value, plus damages for detention, plus interest, costs, and for such other relief as is just.



Lawrence B. Voit
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ASB-4988-I53L

SILVER, VOIT & THOMPSON
Attorneys at Law, P.C.
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Mobile, Alabama 36609-5589
Telephone: 251/343-0800
Fax: 251/343-0862
e-mail: lvoit@silvervoit.com
LS-7494-12670/lmm

Attorneys for Plaintiff

VAL 27 2002 11:00PM

NO. 7139



Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

in27223.pdf

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 1
Print Date: 01/27/05

Bill To: CSOU05

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Ship To: CSOU05

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

Sales Order: C022739
Order Date: 12/28/04
Salesperson(s): SVIT01 SLEEP

Ship Date: 12/28/04

Credit Terms: N30
Net 30 Days

Ship-to: CSOU0561
Ship Via: Best Way
BOL:

FOB Point: Shipping Point

Remarks:
Remarks: Approved per David Lawson

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------|----|---------|-----------|-----|----------|-----------|
| 9008-0010-01 | EA | 4.0 | 0.0 | no | 8,149.11 | 32,596.44 |
| E-Series EEG/PSG 44 | | | | | | |
| Channel System | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| 2006 | | 1.0 | | | | |
| 2044 | | 1.0 | | | | |
| 2047 | | 1.0 | | | | |
| 2059 | | 1.0 | | | | |
| 7000-0238-01 | ea | 4.0 | 0.0 | no | 611.01 | 2,444.04 |
| Combo XPOD 3012 & | | | | | | |
| Noni 8000J Probe (MKG) | | | | | | |

*** CONTINUED ***

COPY

Wire Transfer Information:
Account 72061180575

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd. Neuroscan Toll Free: 1-800-814-8830
FEB-28-2005 11:41AM FROM

Compumedics Division:

FEB-28-2005 11:39AM FROM-

T-300 P.002 F-574



Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

in27223.prm

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 2
Print Date: 01/27/05

Bill To: CSOU05

Ship To: CSOU05

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | DM | Shipped Backorder Tax | | | Price | Net Price |
|------------------------------------------------|------------|-----------------------|--------|-----------|-------|-----------|
| <hr/> | | | | | | |
| 7000-0239-01 | ***Cont*** | | | | | |
| <hr/> | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| 124201123 | | 1.0 | | | | |
| 124201132 | | 1.0 | | | | |
| 124201143 | | 1.0 | | | | |
| 124201304 | | 1.0 | | | | |
| <hr/> | | | | | | |
| 7008-0004-01 | EA | 4.0 | 0.0 no | 1,062.15 | | 4,248.60 |
| E-Series EEG/PSG Sleep Sensor Kit | | | | | | |
| <hr/> | | | | | | |
| 9107-0002-01 | EA | 2.0 | 0.0 no | 7,957.00 | | 15,914.00 |
| S/W Pack PSG Online Acq & Analy (Siesta, E) | | | | | | |
| <hr/> | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| OG0129 | | 1.0 | | | | |
| OG0130 | | 1.0 | | | | |
| <hr/> | | | | | | |
| 0208-0005-01 | EA | 1.0 | 0.0 no | 0.00 | | 0.00 |
| E-Series EEG/PSG Sys HW Doc Pack - English | | | | | | |
| <hr/> | | | | | | |
| 0205-0025-01 | EA | 1.0 | 0.0 no | 0.00 | | 0.00 |

*** CONTINUED ***

COPY

Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-808
Page 2

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 815-845-2965

Compumedics Divisions:



FEB-28-2005 11:39AM FROM-

T-300 P.003/008 F-574



in27223.psn

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 3
Print Date: 01/27/05

Bill To: CS0005

Ship To: CS0005

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | DM | Shipped Backorder | Tax | Price | Net Price |
|---------------------------------------------|----|-------------------|--------|-----------|-----------|
| 0205-0025-01 | | ***Cont*** | | | |
| Profusion PB2 2 Documentation Pack | | | | | |
| 9100-1000-01 | EA | 2.0 | 0.0 no | 1,821.95 | 3,642.70 |
| Digital Video Server S/W c/w Winnov Card | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | |
| A6 | | 1.0 | | | |
| A7 | | 1.0 | | | |
| 2000-1046-00 | EA | 2.0 | 0.0 no | 255.50 | 511.00 |
| Winnov PCI Video Capture Card | | | | | |
| 00103208 | EA | 2.0 | 0.0 no | 2,117.00 | 4,234.00 |
| COMPUTER, MINITOWER | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | |
| B9WKS61 | | 1.0 | | | |
| JB3D961 | | 1.0 | | | |

*** CONTINUED ***

COPY

Wire Transfer Information:
Account 72061160575

Compumedics USA, Ltd
ABA 113-000-809
Page 3

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd
7850 Paseo del Norte
El Paso, Texas 79912

Neuroscan Toll Free: 1-800-514-8890
Compumedics Toll Free: 1-877-717-3975
Fax: 815-845-2965

Compumedics Divisions:



FEB-28-2005 11:40AM FROM-

T-300 P.004/008 F-574



in27223.prn

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 4
Print Date: 01/27/05

Bill To: CSOU05

Ship To: CSOU05

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------|----|------------|-----------|-----------|--------|-----------|
| 00103208 | | ***Cont*** | | | | |
| 00103203 | EA | 1.0 | 0.0 | no | 93.42 | 93.42 |
| Roxio Media Creator | | | | | | |
| 7500-0014-00 | EA | 2.0 | 0.0 | no | 255.50 | 511.00 |
| UPS | | | | | | |
| 600VA Upsonic LS-MT600 | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| PB0421338236 | | 1.0 | | | | |
| PB0441333046 | | 1.0 | | | | |
| 7600-0027-01 | EA | 4.0 | 0.0 | no | 912.50 | 3,650.00 |
| Monitor 19 inch LCD | | | | | | |
| Display | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| 71618-4AT-ABCN | | 1.0 | | | | |
| 71618-4AT-ABCU | | 1.0 | | | | |
| 71618-4AT-AC7W | | 1.0 | | | | |
| 71618-4AT-AC7X | | 1.0 | | | | |

*** CONTINUED ***

COPY

Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 915-845-2985

Compumedics Divisions:



FEB-28-2005 11:40AM FROM-

T-300 P.005/008 F-574



in27223.pcm

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 5
Print Date: 01/27/05

Bill To: CSOU05

Ship To: CSOU05

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|--------------------------------------------------|----|------------|-----------|-----|--------|-----------|
| 7600-0027-01 | | ***Cont*** | | | | |
| 7700-0005-00 | EA | 1.0 | 0.0 | no | 288.35 | 288.35 |
| Printer HP Deskjet 6127 | | | | | | |
| Lot/Serial Numbers Shipped: Qty Expire Reference | | | | | | |
| SMY49A3B068 1.0 | | | | | | |
| 00101599 | EA | 1.0 | 0.0 | no | 25.55 | 25.55 |
| Cable 15' USB | | | | | | |
| 2000-1018-00 | EA | 2.0 | 0.0 | no | 98.55 | 197.10 |
| Board 3COM PCI LAN10/100 | | | | | | |
| Mhz UTP 3C905B-Tx | | | | | | |
| 7500-0005-00 | EA | 1.0 | 1.0 | no | 73.00 | 73.00 |
| Hub LAN 8 Port 10 BaseT | | | | | | |
| 10/100 D-LINK Ethernet | | | | | | |
| Lot/Serial Numbers Shipped: Qty Expire Reference | | | | | | |
| D81813CDB688168 1.0 | | | | | | |
| 8300-0089-00 | EA | 4.0 | 0.0 | no | 489.10 | 1,956.40 |
| Infrared Illuminator - | | | | | | |
| Rainbow IRL594A | | | | | | |

*** CONTINUED ***

COPY

Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-899
Page 5

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 915-845-2985

Compumedics Divisions:





in27223.ppt

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 6
Print Date: 01/27/05

Bill To: C80005

Ship To: C80005

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Southeast Psychiatric Services
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------|----|------------|-----------|-----------|--------|-----------|
| 8300-0089-00 | | ***Cont*** | | | | |
| 8300-0093-00 | EA | 4.0 | 0.0 | no | 310.25 | 1,241.00 |
| Video Camera B/W VAC | | | | | | |
| Panasonic WV-HP-334 | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| | | Qty | Expire | Reference | | |
| | | 1.0 | | | | |
| | | 1.0 | | | | |
| | | 1.0 | | | | |
| | | 1.0 | | | | |
| 8300-0094-00 | EA | 4.0 | 0.0 | no | 69.35 | 277.40 |
| Video Camera Lens 3.0- | | | | | | |
| Baa Rainbow L308VCS | | | | | | |
| 8300-0095-00 | EA | 4.0 | 0.0 | no | 36.50 | 146.00 |
| Video Camera Mount | | | | | | |
| CWM3 | | | | | | |
| 00101522 | EA | 4.0 | 0.0 | no | 427.05 | 1,708.20 |
| Lourae Audio Monitoring | | | | | | |
| Kit | | | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-609
Page 6

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 915-845-2965

Compumedics Divisions:



Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-609
Page 7

JPMorgan Chase Bank
Swift code TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 915-845-2965



FEB-28-2005 11:40AM FROM-

T-800 P.007/008 F-574



Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

in27223

INVOICE

Invoice: IN27223 Revision: 1
Invoice Date: 12/28/04 Page: 8
Print Date: 01/27/05

Bill To: CS0005

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902
USA
P.O. 00001

Ship To: CS0005

Southeast Psychiatric Services
548 Westgate Parkway
Dethan, AL 36303
USA

| Item Number | UM | Shipped Backorder | Tax | Price | Net Price |
|-----------------------------------------------|------------|-------------------|--------|----------|-----------|
| 7500-0005-00 | ***Cont*** | | | | |
| 8300-0090-00 | EA | 4.0 | 0.0 no | 10.95 | 43.80 |
| Power Supply, Rainbow, BTK 24VAC 40VA | | | | | |
| Memo Item | 01/27/05 | | 1.0 | 0.00 | 0.00 |
| On-Site Installation | | | | | |
| 9008-9010-00 | 01/27/05 | | 1.0 EA | 2,555.00 | 2,555.00 |
| Two Day Training Session | | | | | |
| Memo Item | 01/27/05 | | 1.0 | 1,168.00 | 1,168.00 |
| Additional S/W Maintenance Agreement (1yr) | | | | | |

| | | | | | |
|------------------------|--------|---------------|--------|-----------------|-----------|
| Non-Taxable: 77,671.00 | | Currency: USD | | Line Total: | 77,671.00 |
| Taxable: 0.00 | | 0.00% | | Discount: | 0.00 |
| Tax Date: 12/28/04 | | | | Service 10 : | 0.00 |
| | | | | Freight 30 20 : | 112.50 |
| | | | | Special 30 : | 0.00 |
| 1 | 0.000% | 2 | 0.000% | 3 | 0.000% |
| | 0.00 | | 0.00 | | 0.00 |
| | | | | Total Tax: | 0.00 |
| | | | | Total: | 77,783.50 |

Wire Transfer Information:
Account 72061190575

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift code TCHNUS44

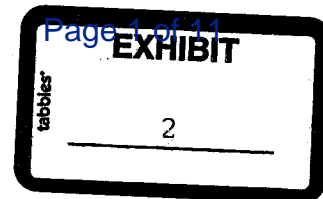
Compumedics USA Ltd
7850 Paseo del Norte
El Paso Texas 79912

Neuroscan Toll Free: 1-800-814-8890
Compumedics Toll Free: 1-877-717-8975
Fax: 816-845-9885

Compumedics Division



COPY



in28272.prn

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 1
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

Sales Order: C023234
Order Date: 02/18/05
Salesperson(s): BVIT01 SCIENCE

Ship Date: 02/28/05

Credit Terms: N30
Net 30 Days

Ship-to: CSOU05S2

Ship Via: Best Way

BOL:

FOB Point: Shipping Point

Resale:

Remarks:

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|--------------|----|---------|-----------|-----|----------|-----------|
| 9008-0010-01 | EA | 5.0 | 0.0 | no | 7,272.92 | 36,364.60 |

ESeries EEG/PSG 44

Channel System

Lot/Serial Numbers Shipped:

| Qty | Expire | Reference |
|-----|--------|-----------|
| 1.0 | | |
| 1.0 | | |
| 1.0 | | |
| 1.0 | | |
| 1.0 | | |
| 1.0 | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 815-845-2885
Web: www.neuro.com

Page Compumedics Divisions:





in28272.prn

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 2
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|---------------------------------------------|----|------------|-----------|-----|--------|-----------|
| 9008-0010-01 | | ***Cont*** | | | | |
| 7000-0239-01 | ea | 5.0 | 0.0 | no | 535.68 | 2,678.40 |
| Combo XPOD 3012 & Noni 8000J Probe (MK2) | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| 124201008 | | 1.0 | | | | |
| 124201032 | | 1.0 | | | | |
| 124201045 | | 1.0 | | | | |
| 124201065 | | 1.0 | | | | |
| 124201070 | | 1.0 | | | | |
| 7008-0004-01 | EA | 4.0 | 0.0 | no | 931.20 | 3,724.80 |
| ESeries EEG/PSG Sleep Sensor Kit | | | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 915-845-2965
Web: www.neuro.com

Page Compumedics Divisions:





in28272.prn

Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 3
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------------------------|------------|---------|-----------|-----------|----------|-----------|
| 7008-0004-01 | ***Cont*** | | | | | |
| 7008-0002-01 | EA | 1.0 | 0.0 | no | 371.20 | 371.20 |
| E Series EEG 32 Channel Electrode Kit | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| C023234 | | 1.0 | | | | |
| 9008-0009-00 | EA | 1.0 | 0.0 | no | 1,024.00 | 1,024.00 |
| E Series Photoc Strobe Kit | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| 89935 | | 1.0 | | | | |
| 9107-0002-01 | EA | 3.0 | 0.0 | no | 6,976.00 | 20,928.00 |
| S/W Pack PSG Online Acq & Analy (Siesta E) | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| OI0004 | | 1.0 | | | | |
| OI0010 | | 1.0 | | | | |
| OI0017 | | 1.0 | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 815-845-2865
Web: www.neuro.com

Page 3 Compumedics Divisions:





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Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 4
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------|----|------------|-----------|-----------|----------|-----------|
| 9107-0002-01 | | ***Cont*** | | | | |
| 9108-0016-01 | EA | 1.0 | 0.0 | no | 6,976.00 | 6,976.00 |
| S/W Pk Profusion EEG | | | | | | |
| V3 6 Online Acq/Replay | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| OK0093 | | Qty | Expire | Reference | | |
| | | 1.0 | | | | |
| 0208-0001-01 | EA | 1.0 | 0.0 | no | 0.00 | 0.00 |
| EEG User Guide | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| N/S | | Qty | Expire | Reference | | |
| | | 1.0 | | | | |
| 9100-1000-01 | EA | 5.0 | 0.0 | no | 1,596.80 | 7,984.00 |
| Digital Video Server S/W | | | | | | |
| c/w Winnov Card | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| A-15 | | Qty | Expire | Reference | | |
| | | 1.0 | | | | |
| A-16 | | 1.0 | | | | |
| A-17 | | 1.0 | | | | |
| A-18 | | 1.0 | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8880
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El Paso, Texas 79912 Fax: 815-845-2885
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Page 4 Compumedics Divisions:





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Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 5
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|----------------------------------|----|------------|-----------|-----------|----------|-----------|
| 9100-1000-01 | | ***Cont*** | | | | |
| A-19 | | | | 1.0 | | |
| 2000-1046-00 | EA | 3.0 | 2.0 | no | 224.00 | 672.00 |
| Winnov PCI Video Capture Card | | | | | | |
| 00103208 | ea | 3.0 | 0.0 | no | 1,856.00 | 5,568.00 |
| COMPUTER MINITOWER | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| 81RYV61 | | 1.0 | | | | |
| H0RYV61 | | 1.0 | | | | |
| J1RYV61 | | 1.0 | | | | |
| 7500-0014-00 | EA | 2.0 | 0.0 | no | 224.00 | 448.00 |
| UPS | | | | | | |
| 600VA Upsonic LS-MT600 | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| SPB0439132440 | | 1.0 | | | | |
| SPB0439132448 | | 1.0 | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 815-845-2985
Web: www.neuro.com

Page Compumedics Division





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Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 6
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------|----|------------|-----------|--------|-----------|-----------|
| 7500-0014-00 | | ***Cont*** | | | | |
| 7500-0015-00 | EA | 1.0 | 0.0 | no | 480.00 | 480.00 |
| PowerVar ISO Transformer | | | | | | |
| UPS | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| 5405003-0440058 | | Qty | 1.0 | Expire | Reference | |
| 7600-0027-01 | EA | 5.0 | 0.0 | no | 800.00 | 4,000.00 |
| Monitor 19 inch LCD | | | | | | |
| Display | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| 71618-4CH-AANK | | Qty | 1.0 | Expire | Reference | |
| 71618-4CH-AAZH | | 1.0 | | | | |
| 71618-4CH-AD3M | | 1.0 | | | | |
| 716184CHACRG | | 1.0 | | | | |
| 716184CHAHAS | | 1.0 | | | | |
| 7700-0005-00 | EA | 1.0 | 1.0 | no | 252.80 | 252.80 |
| Printer HP Deskjet 6127 | | | | | | |
| Lot/Serial Numbers Shipped: | | | | | | |
| SMY48S3B0RV | | Qty | 1.0 | Expire | Reference | |

*** CONTINUED ***

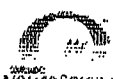
Wire Transfer Information:
Account 72061210183

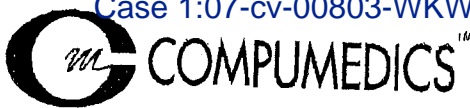
Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3875
El Paso, Texas 79912 Fax: 915-845-2865
Web: www.neuro.com

Page 6 Compumedics Division





Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

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INVOICE

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 7
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|---------------------------------------------------------------------------------------------------------------------------------|------------|---------|-----------|-----|--------|-----------|
| 7700-0005-00 | ***Cont*** | | | | | |
| 2000-1018-00 | EA | 3.0 | 0.0 | no | 86.40 | 259.20 |
| Board 3COM PCI LAN10/100 Mhz UTP 3C905B-Tx | | | | | | |
| 7500-0005-00 | EA | 1.0 | 0.0 | no | 64.00 | 64.00 |
| Hub LAN 8 Port 10 BaseT 10/100 D-LINK Ethernet Lot/Serial Numbers Shipped: Qty Expire Reference DS1814BDB718303 1.0 | | | | | | |
| 8300-0089-00 | EA | 5.0 | 0.0 | no | 428.80 | 2,144.00 |
| Infrared Illuminator Rainbow IRL594A | | | | | | |
| 8300-0093-00 | EA | 2.0 | 3.0 | no | 272.00 | 544.00 |
| Video Camera B/W VAC Panasonic WV-BP-334 Lot/Serial Numbers Shipped: Qty Expire Reference DIV26456 1.0 DIV26517 1.0 | | | | | | |

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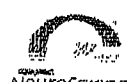
Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-614-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 915-845-2985
Web: www.neuro.com

Page Compumedics Divisions:





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Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 02/28/05 Page: 8
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|----------------------------------------------|----|------------|-----------|-----|--------|-----------|
| 8300-0093-00 | | ***Cont*** | | | | |
| 8300-0094-00 | EA | 5.0 | 0.0 | no | 60.80 | 304.00 |
| Video Camera Lens 3 0 8mm Rainbow L308VCS | | | | | | |
| 8300-0095-00 | EA | 4.0 | 1.0 | no | 32.00 | 128.00 |
| Videolarm Camera Mount CWPM8 | | | | | | |
| 8300-0090-00 | EA | 4.0 | 1.0 | no | 9.60 | 38.40 |
| Power Supply Rainbow BTX 24VAC 40VA | | | | | | |
| 00101522 | EA | 3.0 | 0.0 | no | 374.40 | 1,123.20 |
| Louroe Audio Monitoring Kit | | | | | | |
| 3100-0010-00 | EA | 5.0 | 0.0 | no | 0.00 | 0.00 |
| Lead IEC Power (USA) standard | | | | | | |

*** CONTINUED ***

Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd; Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 915-845-2985
Web: www.neuro.com

Page 8 Compumedics Divisions





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Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 03/09/05 Page: 9
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|-----------------------------------------------|------------|---------|-----------|-----------|--------|-----------|
| 3100-0010-00 | ***Cont*** | | | | | |
| 7500-0045-01 | EA | 3.0 | 0.0 | no | 32.00 | 96.00 |
| PC Speaker set powered Sound Blaster SBS16 | | | | | | |
| 7700-0005-00 | EA | 1.0 | 0.0 | no | 252.80 | 252.80 |
| Printer HP Deskjet 6127 | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| SMY4AL4B0BH | | 1.0 | | | | |
| 8300-0093-00 | EA | 3.0 | 0.0 | no | 272.00 | 816.00 |
| Video Camera B/W VAC | | | | | | |
| Panasonic WV-BP-334 | | | | | | |
| Lot/Serial Numbers Shipped: | | Qty | Expire | Reference | | |
| DJV23059 | | 1.0 | | | | |
| DJV23145 | | 1.0 | | | | |
| DKV23104 | | 1.0 | | | | |
| 8300-0095-00 | EA | 1.0 | 0.0 | no | 32.00 | 32.00 |
| Videolarm Camera Mount | | | | | | |
| CWPM8 | | | | | | |

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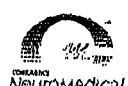
Wire Transfer Information:
Account 72061210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 915-845-2965
Web: www.neuro.com

Page Compumedics Divisions:





Compumedics USA Ltd.
7850 Paseo Del Norte
El Paso, TX 79912
USA

in28272.prn

I N V O I C E

Invoice: IN28272 Revision: 1
Invoice Date: 03/09/05 Page: 10
Print Date: 03/29/05

Bill To: 10004315

Ship To: 10004315

SYNOVUS LEASING COMPANY
P.O. BOX 2485
548 Westgate Parkway
Columbus, GA 31902
USA
P.O. 00002

South Alabama Sleep Ctr.
548 Westgate Parkway
Dothan, AL 36303
USA

| Item Number | UM | Shipped | Backorder | Tax | Price | Net Price |
|----------------------------------------|----|------------|-----------|-----|----------|-----------|
| 8300-0095-00 | | ***Cont*** | | | | |
| 8300-0090-00 | EA | 1.0 | 0.0 | no | 9.60 | 9.60 |
| Power Supply Rainbow BTX 24VAC 40VA | | | | | | |
| Memo Item | | 1.0 | 0.0 | no | 0.00 | 0.00 |
| On-Site Installation | | | | | | |
| Memo Item | | 1.0 | 0.0 | no | 1,600.00 | 1,600.00 |
| Two-Day Training | | | | | | |
| Memo Item | | 1.0 | 0.0 | no | 1,024.00 | 1,024.00 |
| Additional S/W | | | | | | |
| 2000-1046-00 | EA | 2.0 | 0.0 | no | 224.00 | 448.00 |
| Winnov PCI Video | | | | | | |

| | | | |
|----------------------------|-----------------|-------------|------------|
| Non-Taxable: 100,355.00 | Currency: USD | Line Total: | 100,355.00 |
| Taxable: 0.00 | 0.00% | Discount: | 0.00 |
| Tax Date: 02/28/05 | Service 10 : | | 0.00 |
| | Freight 30 20 : | | 192.57 |
| | Special 30 : | | 0.00 |
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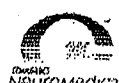
Wire Transfer Information:
Account 72081210183

Compumedics USA, Ltd
ABA 113-000-609

JPMorgan Chase Bank
Swift codes TCBKUS44

Compumedics USA Ltd: Neuroscan Toll Free: 1-800-814-8890
7850 Paseo del Norte Compumedics Toll Free: 1-877-717-3975
El Paso, Texas 79912 Fax: 815-845-2985
Web: www.neuro.com

Page 10 Compumedics Division:



Compumedics USA Ltd Standard Terms & Conditions of Sale

1. **SUPPLY OF GOODS:** Compumedics Ltd. ("Compumedics") agrees with the party to whom Compumedics supplies goods ("Customer") that, unless expressly amended in writing by Compumedics, the goods are only supplied by Compumedics on these Terms and Conditions ("Contract"). This Contract shall supersede all other conditions and agreements between the parties notwithstanding anything that may be implied or expressed in the contract or the Customer's inquiries, order form or other document submitted by the Customer. Upon receipt by the Customer of these Terms and Conditions, any contract by the Customer which contains this transaction, including the giving of any delivery instructions or acceptance of delivery, shall be deemed to constitute acceptance by the Customer of this Contract. The terms and conditions of this Contract shall without further notice apply to all future transactions between Compumedics and the Customer whether or not this Contract is delivered or executed in the context of such transactions.
2. **QUOTATION:** A quotation or estimate by Compumedics does not constitute an offer and will remain valid for 30 business days from the date of the quotation after which it is subject to alteration or withdrawal without further notice.
3. **PRICES:** Any price lists or price indications are subject to alteration at any time. Unless otherwise stated on the attached invoice by Compumedics, all prices are ex-warehouse in US Dollars and exclude the costs of delivery, installation and taxes (including sales tax). All taxes payable will be charged to the Customer's account at the date of invoice unless an approved tax exemption certificate or tax accreditation number is provided. Compumedics reserves the right to change prices ruling at the date of delivery.
4. **PAYMENT:** Unless otherwise agreed, payment is to be made in three parts, 20% at the total order value payable on placement of the order with Compumedics, 40% of the total order value payable not thirty days from the date of shipment and invoice of the goods, with the balance of 20% of the total order value payable due immediately on receipt by Compumedics of the signed Customer Acceptance Sheet. The above payment terms will not apply to international sales which must be made, at Compumedics' option, by telegraphic transfer in the time of placing the order in the account nominated by Compumedics or confirmed irrevocable letter of credit against documentation in the time of delivery. No discount is allowed and interest will be charged on all overdue accounts at the rate of 18 % per annum calculated daily. At any time prior to delivery of the goods, Compumedics reserves the right to require the Customer to pay such part or whole of the contract price as Compumedics considers appropriate.
5. **DELIVERY:** (a) The costs of freight, delivery, unloading and transportation of the goods on their arrival at the agreed place of destination shall be borne by the Customer and the Customer shall reimburse Compumedics for all such costs which it incurs on the Customer's behalf. While Compumedics will use its best endeavors to deliver by the delivery date mentioned in the document, such date shall be indicative only and will not give rise to any legal obligation to supply on that date. (b) Compumedics reserves the right to deliver using any mode of transport and/or by installments. Each installment shall be deemed to be sold under a separate contract, provided always however that Compumedics may suspend delivery whilst payment is overdue in respect of any previous installment. (c) The Customer is deemed to accept delivery of the goods when the goods are placed at the Customer's disposal at the agreed place of destination, namely, when the goods are available for collection at Compumedics' warehouse if sold "ex-warehouse" or, when Compumedics has loaded the goods into the charge of the agreed carrier if sold "FCA Compumedics store", notwithstanding that delivery of the goods may be staggered or that the Customer may not have signed a receipt for the goods. (d) If the Customer is unable or fails to accept delivery of the goods, Compumedics may deliver the goods to a place of storage nominated by the Customer and failing such nomination to a place nominated by Compumedics and the Customer shall be liable for all costs incurred by Compumedics in transporting the goods to, and storage at, such nominated place. Such delivery shall, for the purposes of clause 5(c) above, be deemed to be delivered.
6. **CLAIMS & RETURNS:** (a) Upon delivery of the goods or any part thereof, the Customer will inspect the goods and within fourteen (14) days deliver to Compumedics in writing of any claim against Compumedics. If no such notice is received by Compumedics within the said period of fourteen (14) days, the goods shall be deemed to be in all respects in accordance with this order and the Customer shall be bound to accept and pay for the same accordingly and, subject to clause 9, the Customer shall have no claims against Compumedics. (b) The failure of any delivery or the rejection by the Customer of any goods delivered or part thereof shall not vitiate or affect this Contract regarding the balance of the goods to be delivered, and Payment thereof. (c) Other than as set out in this clause 6, no goods may be returned to Compumedics without the prior written approval of Compumedics and then only on such terms as Compumedics may require.
7. **DELAY:** Compumedics is not liable for failure or delay in performance caused wholly or partially by unavailability of freight or shipping space, failure of manufacturer/supplier in supply whole or part of the goods to Compumedics, prohibitions or restrictions under any law or by any government or authority, inability to obtain any necessary export license or import license, or any act of force majeure including, but without limitation, any act of war, fire, explosion, accident, breakdown of machinery, rioting civil or industrial disturbances, strikes or lockouts, shortage of labor or due to any other circumstances, whether of a similar nature or beyond the control of the Compumedics. In the event of any such failure or delay, Compumedics may, at its discretion, terminate whole or any part of any order or postpone its performance.
8. **RISK AND TITLE:** Until payment in full of all amounts owing by the Customer to Compumedics on any account, wherever, the title in the goods shall not pass to the Customer and the Customer shall keep the goods at risk for Compumedics. The goods shall nevertheless be at the risk of the Customer from the time of delivery, and the Customer shall indemnify Compumedics against all loss or damage to the goods whatsoever occurring after such time: (a) the Customer must save the goods so as to clearly identify them as the property of Compumedics, and ensure that the Customer is not, nor is deemed to be, a reputed owner of the goods; (b) the Customer irrevocably authorizes Compumedics or its servants or agents to enter the Customer's premises and recover and dispose of the goods and the Customer will not make any claim against Compumedics in respect of such recovery or disposal. The Customer also appoints Compumedics as its attorney to do all such acts and things as are necessary to enable Compumedics to recover and dispose of the goods, and (c) the Customer shall hold the goods in a fiduciary capacity and may only sell the goods in the ordinary course of business as agent for Compumedics. Furthermore, the Customer must hold the proceeds of any such sale in a fiduciary capacity for, and to the account of, Compumedics and the Customer must take all steps necessary to keep such proceeds separate from other monies and pay over such proceeds to Compumedics as the same become necessary to discharge in full the Customer's indebtedness to Compumedics.
9. **GUARANTEE & WARRANTIES:** (a) All parts manufactured and supplied by Compumedics (including software or unless otherwise stated on the attached invoice) carry a guarantee against defects in materials and workmanship for a period of 12 months from the date of delivery ("Guarantee Period"). This warranty and time excepted and, subject always to the other provisions of this clause 9, if Compumedics' option, defective goods may be replaced, repaired or refunded in accordance with this sub-clause. In order to qualify for this guarantee, a claim must be made in writing to and received by Compumedics within the Guarantee Period and, must be returned at the Customer's cost in the manner directed by Compumedics failing which, this guarantee shall not apply and Compumedics shall be discharged from all liability under this sub-clause. (b) Any advice, recommendations, information, assistance or services provided by Compumedics in relation to the goods or their use will be given in good faith. Compumedics only undertakes that the goods sold pursuant to this Contract will correspond to the description (if any) in the latest issue of the manufacturer's/supplier's applicable label, data sheet or brochure relating to that class of goods and that the Customer will be given a good legal title. The Customer shall be responsible for ensuring the fitness of the goods for the Customer's application. All other warranties, conditions, limitations (including negligence) or representations in relation to, inter alia, the quality or fitness of the goods, their compliance with description, or their use or application (whether then any being or giving rise to non-excludable rights under any laws of the United States of America) which ought but for this clause to impliedly be made by law or otherwise, are hereby expressly rejected and excluded. Compumedics' liability to the Customer for breach of any such non-excludable rights or pursuant to any express warranty of this Contract will be limited, insofar as the same may be deemed, at Compumedics' option to: refunding the price of the goods in respect of which the breach occurred, or the repair or replacement of those goods, or in relation to the provision of advice or services by Compumedics, refunding the price of such advice or services in respect of which the breach occurred, or the provision of such advice or services again. (c) Notwithstanding any other provision of this Contract, Compumedics will not be liable for any special, indirect, incidental or consequential loss or damages (including any loss of profits) whether arising from negligence, breach of contract, statute or otherwise in connection with the arising out of or in any way related to the goods, or the provision by Compumedics, of advice or services as the case may be, pursuant to this Contract. (d) Except as otherwise stated in this Contract, the Customer undertakes that it will not at any time seek to rely on any term, condition, warranty, guarantee or representation as against Compumedics or any officer, servant, contractor or agent of Compumedics.
10. **TERMINATION:** (a) The Customer is not an officer or employee of Compumedics is authorized or permitted to make or give any undertaking, warranty, statement, assertion, admission or other representation in relation to goods or services supplied by Compumedics other than in accordance with this Contract except without the prior written authority of the Managing Director of Compumedics or his authorized representative. (b) The Customer shall be responsible for ensuring the fitness of the goods for the Customer's application. All other warranties, conditions, limitations (including negligence) or representations in relation to, inter alia, the quality or fitness of the goods, their compliance with description, or their use or application (whether then any being or giving rise to non-excludable rights under any laws of the United States of America) which ought but for this clause to impliedly be made by law or otherwise, are hereby expressly rejected and excluded. Compumedics' liability to the Customer for breach of any such non-excludable rights or pursuant to any express warranty of this Contract will be limited, insofar as the same may be deemed, at Compumedics' option to: refunding the price of the goods in respect of which the breach occurred, or the repair or replacement of those goods, or in relation to the provision of advice or services by Compumedics, refunding the price of such advice or services in respect of which the breach occurred, or the provision of such advice or services again. (c) Notwithstanding any other provision of this Contract, Compumedics will not be liable for any special, indirect, incidental or consequential loss or damages (including any loss of profits) whether arising from negligence, breach of contract, statute or otherwise in connection with the arising out of or in any way related to the goods, or the provision by Compumedics, of advice or services as the case may be, pursuant to this Contract. (d) Except as otherwise stated in this Contract, the Customer undertakes that it will not at any time seek to rely on any term, condition, warranty, guarantee or representation as against Compumedics or any officer, servant, contractor or agent of Compumedics.
11. **PALLETS/CONTAINERS:** (a) All pallets or containers owned by Compumedics and used for the delivery of goods remain the sole property of Compumedics and are to be returned in good order and condition to Compumedics or any of its agents upon its request or directed to at the Customer's expense. (b) In the event that pallets or containers in which goods are delivered are not owned by Compumedics ("Hire Equipment"), the Customer will return the Hire Equipment to Compumedics in good order and condition and in the Customer's expense within 1 month of delivery and the Customer shall indemnify Compumedics for all liability, costs and damages however caused relating to such Hire Equipment. (c) Any pallets or containers not returned in accordance with this clause, may, at the election of Compumedics, be deemed to be purchased by the Customer and shall then be promptly paid for in full by the Customer at a value determined by Compumedics.
12. **RESALES AND USES:** (a) Customers are responsible for obtaining, at their expense, any licenses, permits or authorizations required under any regulations in force within the territory of export and destination of the goods. Particularly, U.S. Federal law may restrict the sale of certain of Compumedics' goods to registered and licensed physicians. Compumedics reserves the right to refuse to supply or cancel this Contract at any time in whole or in part if it considers that the Customer has not provided satisfactory evidence of any such applicable licenses, permits or authorizations. (b) On any resale, the Customer must ensure that the transferee holds all applicable licenses and, will inform that transferee of such restrictions. Systems comprising Compumedics' goods must be sold as complete systems. Parts must not be sold separately.
13. **SOFTWARE & SERVICES:** (a) Any software supplied by Compumedics shall be subject to and on the conditions set out in Compumedics' End-User License Agreement. (b) Any services performed by Compumedics in connection with or in any way associated with the supply of goods shall be subject to and on the conditions set out in Compumedics' Service Contract. Notwithstanding, any services provided to the Customer are subject to a charge by Compumedics and Compumedics reserves the right to refuse to perform any services.
14. **INTELLECTUAL PROPERTY:** Goods offered for sale by Compumedics may be the subject of patents, registered designs, trademarks or other proprietary and legal protection and the Customer will immediately notify Compumedics of any suspected infringement of such rights. To the best of Compumedics' knowledge, goods sold do not infringe any patent, trademark, registered design or copyright of any third party.
15. **FURTHER PROVISIONS:** (a) The Customer must, without Compumedics' prior written approval, assign or transfer or purport to assign or transfer this Contract or the benefit thereof to any person. (b) No indulgence or forbearance extended to the Customer shall limit or prejudice any other right of claim to Compumedics. (c) The supply of goods by Compumedics shall not confer any right upon the Customer to use any Compumedics' trademark or trade name without Compumedics' written consent, and at all times such marks or names remain the property of Compumedics. (d) If any provision or part of a provision of the Contract should be held unenforceable or in conflict with the law of any relevant jurisdiction, any part so held unenforceable or invalid shall be read down to the minimum extent necessary to render it enforceable and valid, and if incapable of being read down it shall be severed from the remainder of the Contract which shall not be affected by such severance. (e) The rights and obligations of the parties under this Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (1950). (f) This contract shall be governed by the laws of the United States of America and the parties hereby submit to the non-exclusive jurisdiction of the courts and tribunals of the said Country.

Court Name: U S DISTRICT COURT - AL/M
Division: 2
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Transaction Date: 09/06/2007
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CIVIL FILING FEE
For: SILVER VOLIT AND THOMPSON PC
Case/Party: D-ALM-1-07-CV-000803-001
Amount: \$350.00

CHECK
Remitter: SILVER VOIT AND THOMPSON
Check/Money Order Num: 35809
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

DALM107CV000803-WKW

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